



**AIRPORTS COMPANY
SOUTH AFRICA**

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: WASTE MANAGEMENT CONTRACT

TITLE OF PROJECT: WASTE MANAGEMENT SERVICES AT BRAM FISCHER INTERNATIONAL AIRPORT FOR 60 MONTHS 8374

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at
(Registration Number: 1993/004149/30)

and

(Registration Number: 2011/009125/07)

for **WASTE MANAGEMENT SERVICES**

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for **Waste Management Services**.

The contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices (**EXCLUDING OF VAT and CPI**) is R

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

Airports Company South Africa,

Name and
signature
of witness

Schedule of Deviations

1 Subject

Details

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.....
.....

2 Subject

Details

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.....
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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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By the duly authorised representatives signing this agreement, the employer and the contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data**Part one - Data provided by the *Employer***

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Service Manager</i> (Site 1) is:	Siseko Tshangana
	Address	Bram Fischer International Airport
		Administrator Office, Thaba Nchu Road, 1st floor
		Bloemfontein
		Free State
		9300
10.1	Tel No.	+27 51 407 2200
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	Bram Fischer International Airport as set out in Part C4 Site Information
11.2(13)	The <i>Service</i> is	Waste Management Services as set out in Part C3 Service Information.

11.2(14)	The following matters will be included in the Risk Register	The method statements, OHS Act, Environmental Act, New Construction Regulation compliance, Legislated Annexes (updated), Also refer to site specific HIRA, which outlines the general hazards, in Part C4 of this document.
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date

2 The Contractor's main responsibilities **Detailed in Part C3 (Service Information)**

3 Time

30.1 The *starting date* is **On award of BPA & Permit to Work**

30.2 The *Service Period* is **60 months from the BPA issue date**

4 Testing and Defects **No data is required for this section of the conditions of contract**

5 Payment

50.1 The *assessment interval* is on the **4 weeks or the 20th of each month**

51.1 The *currency of this contract* is the **South African Rand (ZAR)**

51.2 The period within which payments are made is **30 days**

51.4 The *interest rate* is **The prime lending rate of the Nedbank Bank, as determined from time to time.**

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

12 Data for secondary Option

X1	Price Adjustment for inflation	Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X17	Low Service Damages	No additional data is required for this secondary option – Also refer to the Low Service Damages Table.
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none">- Loss of or damage to the Employer's property,- Defects liability,- Insurance liability to the extent of the Contractor's risks- death of or injury to a person;- infringement of an intellectual property right
X19	Task Order	No additional data is required for this secondary option

Z The Additional conditions of Z1 – Z19 contract are

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service:

Z2.1 Delete core clause 20.1 and replace with the following:

The *Contractor* provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

Z5 Termination

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

Z7.1 The *Employer*’s liability to the *Contractor* for the *Contractor*’s indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 **Joint and several liability**

Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 **Ethics**

Z10.1 The *Contractor* undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 **Confidentiality**

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the *Works* and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

Z13.1 The *Contractor* always keeps the Equipment used to Provide the Services free of all liens and other encumbrances . The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 Intellectual Property

Z14.1 Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor*’s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*’s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

Z14.5.1 the *Contractor*’s design, manufacture, construction or execution of the Works

Z14.5.2 the use of the *Contractor*’s Equipment, or

Z14.5.3 the proper use of the Works.

Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an *Adjudicator*, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of Arbitrators below

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeeka@gosiame.co.za

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z17 BBBEE and Tax Clearance Certificates

Z17.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18 Communication

Z18.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The Contractor is (Name): Address:	
	Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be included in the Risk Register *Contractor to populate*

PART C1: AGREEMENTS AND CONTRACT DATA**C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address:
Bram Fischer International Airport
Administrator Office, Thaba Nchu Road, 1st floor
Bloemfontein
Free State
9300

Hereinafter referred to as “Client”

Name of organisation:

Physical Address

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

**THE APPOINTMENT OF A MAINTENANCE CONTRACTOR FOR THE INTEGRATED WASTE MANAGEMENT
SERVICES AT THE BRAM FISCHER INTERNATIONAL AIRPORT (BFN)**

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work,.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatory intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatory shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire

- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatory shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatory shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatory shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatory employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatory shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatory shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatory shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatory fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatory may have in law,

- ❖ Apply low service damages/penalties as stipulated on the main contract between Mandatory and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatory continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatory hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatory and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatory's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatory or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY**ACT 85 OF 1993**

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

ACCEPTANCE BY MANDATORY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

SIGNATURE ON BEHALF OF MANDATORY

DATE

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT

DATE**AIRPORT COMPANY SOUTH AFRICA**

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

For the OPEX maintenance contracts, the contractor is responsible only for the following

Deductible of R25 000, in the event of a claim against the contractor for damage to 3rd party property

Deductible of R250 000, in the event of a claim against the contractor for damage to an aeroplane.

These clauses on deductibles should form part of the contract.

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value **below R50million** on the **LANDSIDE**

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts **below R50million** on the **AIRSIDE**

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value **above R50 million** on the **LANDSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000

- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above **R50 million** on the **AIRSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

PART C2: PRICING DATA

C2.1 Pricing Assumptions

It should be noted that:

the required labour resources and skills for this contract is not prescribed in detail and will not be a measurable in calculating the monthly contract fee. The Contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. Only in the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that labour resource be included as a measurable item in the Activity Schedule.

the prices per activity are based on the total “package” and should one activity be removed from the contract scope the other prices will be reviewed by the Contractor as well.

the Contractor to pay for own parking fees, if the Contractor’s staff are utilising the ACSA public parking.

the contract to provide own computers and administration material required to operate during the duration of this contract.

the Contractor to pay for own office rental fees, if the Contractor’s staff are utilising the ACSA office areas.

C2.2 The Price List

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or s/he delegate.

The work specification of what the activities entail is outlined in detail under Part C3. All rates shall include labour, materials, plant and machinery costs inter alia, to fully execute the work / activity.

All prices to include labour, equipment and refuse removal.

Bidders are to complete the MS Excell sheet provided

WASTE MANAGEMENT SERVICES			
#	Description	Unit	Unit Price
	<u>A: WASTE COLLECTION, SORTATION:</u>		
	-		
	<u>COLLECTION</u>		
	-		
1	Collection of waste from various collection points within the airport precinct		
	1a) Generation of 0-30 tons	ton	
	1b) Generation of 30 -60 tons	ton	
	1c) Generation of 60 - 100 tons	ton	
	1d) Generation of more than 100 tons	ton	
	<u>SORTATION</u>		
2	Sortation of all waste streams received from all waste collection points		
	2a) Generation of 0-30 tons	ton	
	2b) Generation of 30 -60 tons	ton	
	2c) Generation of 60 - 100 tons	ton	
	2d) Generation of more than 100 tons	ton	
	SUBTOTAL A		

	<u>B: WASTE TRANSPORTATION & DISPOSAL/RECYCLING:</u>		
	-		
3	Collect transport and dispose of general waste to landfill		
	3a) Collection Transportation and Disposal of 0-20 tons	ton	
	3b) Collection Transportation and Disposal of 20 -40 tons	ton	
	3c) Collection Transportation and Disposal of 40 - 60 tons	ton	
	3d) Collection Transportation and Disposal of more than 60 tons	ton	
4	Collect transport and safe disposal of hazardous waste.		
	4a) Collect Transport and Disposal of 0-5 tons	ton	
	4b) Collect Transport and Disposal of 5 -10 tons	ton	
	4c) Collect Transport and Disposal of 10 - 15 tons	ton	
	4d) Collect Transport and Disposal of more than 15 tons	ton	
5	Collect, temporarily store and safe disposal of Covid 19 or other infectious waste as a result of a communicable disease or other epidemic/pandemic per prevailing regulation. (Includes gloves, masks and general waste from ablutions and other areas)		
	5a) Generation of up to 1 ton	ton	
	5d) Generation of more than 1 ton	ton	
6	Collect transport and safe disposal of liquid hazardous waste		
	6a) Collect Transport and Disposal of 0-200 litres	litres	
	6b) Collect Transport and Disposal of 200 -500 litres	litres	
	6c) Collect Transport and Disposal of 500 - 1000 litres	litres	
	6d) Collect Transport and Disposal of more than 1000 litres	litres	
7	Mixed Recycling		
	7a) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 0-20 tons	ton	
	7b) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 20 -40 tons	ton	
	7c) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 40 - 60 tons	ton	
	7d) Collect and Transportation to recycling facility (includes any fees payable to the facility) of more than 60 tons	ton	
8	Fluorescent tubes		
	8a) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 0 - 250 kg	kg	
	8b) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 250 - 500 kg	kg	

	8c) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 500 - 750 kg	kg	
	8d) Collect and Transportation to recycling facility (includes any fees payable to the facility) of more than 750 kg	kg	
9	Batteries - General		
	9a) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 0 - 2 kg	kg	
	9b) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 2 - 4 kg	kg	
	9c) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 4 - 6 kg	kg	
	9d) Collect and Transportation to recycling facility (includes any fees payable to the facility) of more than 6 kg	kg	
10	Lithium Ion - Lithium based Batteries		
	10a) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 0 - 2 kg	kg	
	10b) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 2 - 4 kg	kg	
	10c) Collect and Transportation to recycling facility (includes any fees payable to the facility) of 4 - 6 kg	kg	
	10d) Collect and Transportation to recycling facility (includes any fees payable to the facility) of more than 6 kg	kg	
	SUBTOTAL B		

	<u>C:</u>		
	-		
11	Provisional Sums - Permits	Sum	
12	Provisional Sums - Waste Classifications, Testing and Ad - hoc	Sum	
13	Provisional Sum - Contractor rest area	Sum	R 5 000,00
14	Provisional Sum – Scale and work bench	Sum	
15	Provisional Sum – Bailer	Each	
	SUBTOTAL C		
	SUM TOTAL A + B +C		

16	Less: Recycling return	Sum	R 1,00
	Total		

PROVISIONAL RECYCLABLE SCHEDULE					
#	Description	Unit	Quantity	Rate	Amount
	<u>RECYCLABLES (Provisional)</u>				
	-				
	Plastics				
1	Polyethylene Terephthalate (PET)	Kg	20		
2	Polyethylene Terephthalate Mixed (PET Mixed)	Kg	40	R	-
3	Polypropylene (PP)	Kg		R	-
4	Low Density Polyethylene Soft (LDPE Soft)	Kg		R	-
5	High Density Polyethylene (HDP)	Kg		R	-
6	Polystyrene (Plastic PS)	Kg		R	-
7	Plastic Mix	Kg		R	-
8	Biaxially Oriented Polypropylene (BOPP)	Kg		R	-
	Paper				
9	Common mix waste	Kg		R	-
10	Newspaper	Kg		R	-
11	Carboard	Kg		R	-

12	White office paper	Kg		R -
	Oil			
13	Machine oil	Kg		R -
14	Food grade oil	Kg		R -
	Metal			
15	Scrap metal	Kg		R -
16	Cans	Kg		R -
17	Foil	Kg		R -
	Other			
18	Fluorescent tubes	Kg		R -
19	Lamp components	Kg		R -
20	Plasticized Cardboard (Tetra Pak)	Kg		R -
21	Glass	Kg		R -
22	Re-used drums	Kg		R -
23	Printer Cartridges	Kg		R -
24	General batteries	Kg		R -
25	Lithium ion / lithium based batteries	Kg		R -
26	Food Waste	Kg		R -
	Total			R -

NOTE TO TENDERER:

- The frequency is indicative at monthly. However, work shall only be done with instruction via a Task Order. This may result in the frequency being reduced to a frequency lower or more than indicated above, as per the business need.
- The Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- Permits and Induction shall be paid at cost and shall be paid post facto. The Contractor shall provide proof of personnel that attended the Induction and received a permit.
- Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing with their criminal record.
- Bidders to note that any changes in the staff between permit renewal cycles of 2 years is for the cost of the Contractor.

Labour:

Any work not included under Pricing Schedule above shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (Including Saturdays) (R/hour)	After hours (R/hour)	Sunday / Public Holiday (R/hour)
1	Site Supervisor			
2	Waste Handler			

All rates to exclude VAT.

Work shall only be done through a Task Order, and only once a quotation has been submitted and approved. Subject to mutual agreement between the *Employer* and the *Contractor*, the number of staff allocated to the contract may be increased/decreased to cater for additional work or non-scheduled items that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Mark up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

Cost	Mark-up
R 0 – R 2 000	10 %
R2001 – R 10 000	7 %
R 10 001 – R 50 0000	5 %
Over R R50 0000	3 %

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

The *Contractor* has been appointed as the Principal Contractor / Maintenance contractor to provide the integrated waste management services at Airports Company South Africa, Bram Fischer International Airport.

These services are to supply sortation activities, materials and consumables for cleaning of spillages and containers for the collection, transportation and disposal of general & hazardous waste from Bram Fischer International Airport.

Spillages occur where work is being conducted on aircraft and other vehicles, namely the aprons, tarmac and workshops. It is a legal requirement that whenever a pollution incident occurs that measures must be in place to stop the pollution and remedy the effects of such a spillage incident.

ACSA has implemented an EMS ISO14001: 2015 System. As part of this system, the company has identified the need to have resources for dealing the waste management including the dealing with accidental spillage of oils, fuel and other chemicals used at the airport.

Airport operations involve the extensive storage, handling and use of hydrocarbon-based products, fleet maintenance workshops and aircraft hangars and the improper handling of substances, chemicals and hydrocarbon products that could result in the degradation of groundwater and surface water resources if not cleaned immediately with proper products.

DESCRIPTION OF THE WORKS

Employer's objectives

The contractor will manage and remove waste at **Bram Fischer International Airport** in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general Environmental Health and Safety and aviation related legislation.

Waste collection, classification, sorting, bailing, removal, disposal of waste at an appropriate landfill/disposal site(s). In addition, **Bram Fischer International Airport** is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles. Hence the comprehensive waste management solution that will ensure significant reduction of its negative impact to the environment. This is also in line with our Environmental Management Policy.

The Bram Fischer International Airport aim is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables which is in line with its policy requirements. The key objectives for this programme are to:

- Sort, store, transport, recycle waste in line with legal requirements.
- Ensure reduction of waste transported to landfill/disposal sites(s).
- Ensure that there are sufficient facilities for handling and disposal of waste within the airport.
- Ensure that the Airport's waste is disposed of in a responsible manner, i.e. at approved landfill/disposal sites.
- Ensure that waste streams do not result to a nuisance to Airport users.
- Ensure scalability of money payable depending on waste generated per month.

Continuous improvement efforts will be undertaken to minimize waste upstream and sortation at source methodologies. This could necessitate the diversion of waste streams during the course of the contract. These will be measured by improving on the amount of waste recycled from year to year. The Service Provider will be monitored and measured on towards zero waste to landfill (% diverted from landfill).

ACSA reserves the right to award in full or part.

The following types of waste are generated by the *Employer on the Affected Property*:

TYPE OF WASTES

The Airport(s) generates both general and hazardous waste. The categories include:

<ul style="list-style-type: none"> • General Waste <ul style="list-style-type: none"> ○ Wet/Liquid ○ Waste food from the retail kitchens ○ Solid waste from terminal, remote areas and offices 	<ul style="list-style-type: none"> • Hazardous Waste <ul style="list-style-type: none"> ○ Fluorescent tubes ○ Galley/cabin waste ○ Oily rags ○ Solvents ○ Paint containers used oils and cans ○ Batteries ○ LAGS ○ General solid hazardous waste. (Multiple classifications) ○ General liquid hazardous waste (Multiple classifications) ○ Infectious waste (Related to communicable illness/virus/diseases) 	<ul style="list-style-type: none"> • Recyclables <ul style="list-style-type: none"> ○ Plastics ○ Paper ○ Oil ○ Metal ○ Food Waste ○ Other
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Employer's requirements for the service

Maintenance Activities / Scope of Services:

The scope of Integrated Waste Management services as required in this contract includes (but not limited to the following):

Waste collection, classification, sorting, recovery, bailing, removal, reduction, reuse and recycling and as a last resort, disposal of waste at an appropriate landfill site.

In addition, ACSA BFN (Airports Company South Africa – Bram Fischer International Airport) is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles.

Collections:

The successful bidder will manage the collections required for all waste streams. Collections will be made daily (during airport operational hours) to ensure excellent housekeeping is maintained in all waste areas. The frequency within each day must be such as to ensure optimum operational conditions to the airport and good housekeeping is maintained in all waste areas.

Transport and logistics to handle the requirements relative to the transportation of waste products must comply and or exceed all the relevant SANS codes applicable to Dangerous Goods as promulgated under GNR 225, as well as all local, provincial and national legislation governing the transportation of various classes of waste. This includes the emergency information, placards, signage etc. required to be carried for the transportation of dangerous goods. The successful bidder must note that access permits are required for all drivers and vehicles entering the restricted areas, i.e. airside.

The successful bidder must ensure that vehicles used are fitted with the necessary Emergency Response Equipment. Compliant (to applicable standards) waste process documents must be produced on collection, during transportation and disposal of all waste streams to enable an effective audit trail. Examples are:

- Waste manifest documents for every collection and,
- Safe Disposal Certificate after disposal of waste
- Etcetera

Monthly service reports must be compiled and submitted to ACSA on the supply of goods and the hazardous waste collection, transportation and disposal, details of waste data, challenges or problems experienced. In addition, expenditure records (trends) must be analysed to enable ACSA to review budgets and resource planning.

Incidents and Safety Requirements:

- All safety incidents must be reported to the relevant ACSA personnel.
- All environmental incidents must be reported to the relevant ACSA personnel.
- Records of the above must be kept on site at all times.
- Access to the Waste Recycling Facilities to be controlled at all times. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval.

Inspections and audits

- The *Employer* has a right to inspect and audit the facilities of the *Contractor* at all times
- Corrective measures must be taken at the cost of the *Contractor* to address the non-compliances.
- The *Contractor* is also required to inspect its own facilities (daily) and provide proof when required.
- The *Contractor* is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.
- The *Contractor* is to audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.
- Scales will need to be maintained according to manufacturer specifications, with calibration conducted as per requirements, and available on site.
- The *Contractor* must provide a list of personnel appointed in terms of Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.
- The *Contractor* is to provide ACSA with a Waste Operational and Maintenance Plan for submission to the National Environmental Authorities as per the National Environmental management: Waste act of 2008 and ACSA's Waste Management License where applicable.
- The Department of Agriculture will be conducting scheduled Audits and the contractor is to ensure compliance as per outcome of these audits.

Emergency and spill response plan:

- The appointed *Contractor* will have an onsite emergency response plan to deal with various emergencies in line with category industry prescribed standards (including, but not limited to: spills and pollution, flood, vehicle / machinery fires, bombs, industrial action /unrest etc.) that will be documented and available on site, tested annually, with proof of testing, out brief, learnings documented and available, where applicable (including but not limited to George Airport).
- Adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Such training material and registers must be available at all times.

Deliverables:

- Monthly report together with waste management statistics of all waste mass (kg), for all classes of waste processed, along with all the documentation mentioned above. This shall include proof of equipment maintenance and calibration.
- ACSA requires proof of safe disposal each month (certificates of safe disposal) for all hazardous waste loads taken off site, as well as waste manifest documents for all general waste and recycling slips for recycled material.
- Annual reports, times four. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly, i.e. compatible with ACSA's IT programmes.
- Final integrated report at the end of the contractual service period.
- All reports to be submitted in an electronic format as well as a hard copy

Waste Sortation Facility:

The *Contractor* will utilise this Waste Sortation Facility as a central point for their operations. The *Contractor* must provide and “shop fit” the facility with the required equipment to perform the services in its totality. This include all applicable signage.

The *Contractor* must provide labour to perform the following activities:

- Separate and sort waste accordingly into various classes of waste for recycling, recovery or disposal.
- Ensuring waste is recovered, recycled and diverted from landfill as far as possible (aside from the usual glass, paper, plastic, metal, homes must be found for the likes of fluorescent bulbs, electronic waste, food waste, for recovery / recycling).
- Bailing of recyclables and loading into designated containers.
- Maintaining adequate stock of clean wheelie bins for rotation to all defined areas where waste is generated.
- Compacting of waste for landfill disposal
- Cleaning of all equipment and wheelie bins
- Maintain and ensure good housekeeping standards are maintained.
- Daily operational reports to be submitted to the *Service Manager* at the end of the shift.
- Monitor and control access/egress to the waste facility by means of an access register always.
- Clearing out of (slop) tank as required for all wastewater generated from hazardous waste section of central waste sorting facility and proof of safe disposal.
- Provision for miscellaneous medical waste entering waste stream from the public.
- Provision for miscellaneous recycling and disposal of electronic waste, used spill sorb, building rubble.

Labour must be provided for receipt and collection of waste from all areas at all times (where required = skeletal staff outside of core operating hours).

Airside:

- Co-ordinate the collection of wheelie bins from identified areas on a rotational basis with a dedicated vehicle and transport to the central waste sorting facility.
- Provide labour and vehicle for collection of waste and maintenance of all general areas on the airside
- Provide colour coded wheelie bins for waste removal from all areas (along airside corridor)
- FOD bins must be emptied and itemised and analysed with daily reports sent to the *Service Manager* (including photographs)
- Provide suitable equipment for **hazardous waste** at the ACSA buildings:
 - Oily Rags

A labelled 210lt metal drum or other suitable solution must be provided for storage of oily rags at the workshop. Oily rags are to be placed in the 210lt drum by workshop staff. Once full a replacement drum must be provided, and the full drum be disposed of at an appropriate landfill site. Certificates of safe disposal must be provided for each disposal.
 - Solvents/Paints

A labelled 210lt metal drum or other suitable solution must be provided for storage of waste solvents and thinners at specified locations on the airport. Waste solvents

and paints are to be emptied into the 210lt drum by workshop staff. Once full a replacement drum must be provided, and the full drum be disposed of at an appropriate landfill site. Certificates of safe disposal will be provided for each disposal.

- Fluorescent Tubes

Suitable equipment for storage of fluorescent bulbs, to be collected by the waste contractor on demand. Uncrushable material drum of 210lt must be provided or other suitable solution.

- Fire Station:

Spill absorbent material used for clearing fuel and hydraulic spills needs to be collected from the Fire Station and disposed of accordingly.

- AVSEC:

Confiscated hazardous dangerous goods must be located in one of the 240l wheelie bin which is lockable. A manifest must be signed prior to removal. Disposal certificate and manifest must be submitted after disposal

Fat traps:

Contractor must service all fat traps on a regular basis to prevent hazardous waste from building up and:

- Clogging / blocking waste and pipes and sewer infrastructure
- Hazardous waste going down into the general sewer infrastructure

Wash bays & Separator pits:

Contractor shall conduct monthly maintenance & inspections on all separator pits located at the airport's wash bays (x2) and at the simulators (old & new). Submit a monthly report on functionality; effectiveness; efficiency; structural integrity & levels – including mitigation recommendations. The surface and surrounding areas (1 meter) must be kept clean from dirt and other general waste.

Apron Area:

Peat Sorb used to clean up oil, grease, and fuel spillages at Bram Fischer International Airport aprons. used material for clearing fuel and hydraulic spills needs to be collected from the designated facility and disposed of accordingly. Waste bins designated for hazardous waste which will be removed on a adhoc basis needs to be provided. On removal of the old bin a replacement bin must be provided. Hazardous Waste bins to be collected when full or at least within a period of 3 months and disposed of at a permitted landfill site.

Oil and Paint Cans:

Oil and paint contaminated tins are generated from workshops and by the maintenance departments of tenants. The contract shall ensure the collection and recycling of all paint and oil tins produced on site.

This waste stream will be sent to the waste transfer stations both on the airside and landside. From there it is collected by the contractor and disposed of at a legally authorized hazardous waste disposal site. All generators of the tins are responsible to deliver all their oil and paint tins to the designated storage area and provide full information (type and quantity) to the designated ACSA department.

A labelled bin must be provided by the contactor for storage of these oil and paint cans on the apron. On removal of the old bin a replacement bin must be provided and disposed of at an appropriate landfill site. Disposal Certificates of must be provided for monthly by disposal contractor.

Fluorescent Tubes:

These are acquired from electrical operations e.g. replacement of old light bulbs etc.

Fluorescent tubes contain mercury, making it a hazardous material once the glass is broken.

The storage of fluorescent tubes needs to be crushed and stored in an appropriate waste container and the waste needs be collected off-site on an “adhoc” basis. The container needs to be locked up at all times only accessible for those handling it. Site inspections need to be done regularly by contractor. Uncrushable material must be stored correctly and for the prescribed time for contractor.

Odour Units

- 2 x A004 – Air 3g/h with LCD sensor
- Maintenance and servicing of odour units
- These must be serviced twice a year
- Service reports must be submitted to the Building Maintenance Technician & Maintenance Manager.

Waste volumes:

The table below is an indication of the waste management statistics within 2019 at Bram Fischer International Airport.

Waste stream specific targets:

Ensure safe disposal/destruction of hydrocarbon contaminated Peat Sorb

Bram Fischer International Airport Soft Targets for Hazardous Waste:

Recycle 90% of used oil and paint tins produced on site.

Recycle 70% of fluorescent tubes

Buyback of Recyclable income:

All the recyclable waste that is being processed by the *Contractor* remains the property of the *Employer*. The *Contractor* will submit all information and documentation that will enable the “buy-back” of the income generated from the selling of recyclable waste. A clear audit trail must be presented every month with the monthly report, payment certificate and invoice. The following documents (not limited to) is required:

- Waybill approved by ACSA prior to the waste quantities leaving the ACSA premises
- Waybill at the depot where the recyclable waste is sold
- The receipt / invoice obtained from the depot during the sale of the waste – proving the quantities and rates obtained

The *Contractor*’s payment certificate and invoice will feature a column called “Recyclable waste buy-back” where a negative value will be entered which is equal to the funds recovered from the recyclable waste sales. This will off-set the final monthly monetary value on the invoice to be paid by the *Employer* to the *Contractor*.

Low Service Damages Table:

Low service damages will apply as part of this contract and will be administered in strict compliance to clause X17 of the secondary clauses.

The Contractor must sign and accept the Low Service Damages Table in Annex C to C3 (Service Information)

Additional generic evaluation criteria:

In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:

Safety & Housekeeping	Safety warning sign in place
	Isolation / cordon / barricading off area
	Apology sign in place
Security	ID card always clearly visible
	Clear sign of the name of company
	Low worker turn over
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Daily inspection of terminal buildings
	Competence of staff
Finance	Quotes submitted within specific timeframe
	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name on the back for identification
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on monthly basis	Adhering to OHS Act

Identification of Contractors On-Site:

It is expected that contractors wear visible company uniform when entering the premises as a form of identification.

Identification cards will also be issued to contractor respectively. These cards are to be used to identify all ME contractors on site and they will have ACSA Logo with contractor's details. Every contractor appointed by ME should have this card at all times when on site.

General notes to the Contractor:

The *Contractor* must (but not limited to):

- **Access Control:** Ensure controlled access to dedicated waste areas at all times. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval. An access register must be available on site.

- **Department of Agriculture Audit:** Ensure compliance to all SLA's for the purposes of ACSA's scheduled audits by the Department of Agriculture.
- **Disposal duties:** Dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.
- **Landfill operator:** Audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.
- **Monthly Checks:** The Employer will perform monthly assessments of the Contractor's activities for the adherence to applicable legislation.
- **Proof of Safe Disposal Before Payment:** Provide proof of safe disposal each month (certificates of safe disposal) for all hazardous waste loads taken off site, as well as waste manifest documents for all general waste and recycling / recovered slips for recycled / recovered material. Proofs must be attached to all service entry sheets and invoices.
- **Recovery / Recycling:** Ensure that all types of waste that can be recovered / recycled are indeed recovered / recycled e.g. all types of plastic, fluorescent tubes and lights, electronic equipment, food waste etc. and should continually strive to recycle all waste streams received.
- **Reporting:** Provide a monthly report, together with waste management statistics of all waste mass (kg) (not volume) for all classes of waste) along with all paperwork (safe disposal certificates, waste manifest documents etc.) in electronic format and hard copy. Also require daily analysis of FOD (Foreign Object Debris) collected from the airside – to be reported separately on a daily basis.
- **Scales:** Maintain scales according to manufacturer specifications, with calibration conducted as per requirements, and available on site.
- **Spill and Clean Materials:** Provide adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Such training material must be available on site at all times.
- **Wheelie Bins:** Provide wheelie bins that are colour coded for designated areas or types of waste (airport specific).
- **Separate billing and enforcement for Stakeholders / Tenants:** The *Contractor* must be able to provide for separate billing of stakeholders / tenants as required. The *Contractor* must be able to implement penalty levies on stakeholders / tenants that mix waste streams. These penalty levies will be mechanised by the *Employer* – where possible.
- **Water Conservation:** Contractor must apply strict water conservation measures throughout operations.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
BFN	Bram Fischer International Airport
ME	Maintenance Engineering Department

Management strategy and start up.

The *Contractor's* plan for the service

Prior to the activation of this contract, the *Contractor* must submit his plan (contractor's plan for the intended services) for approval by the employer, which should provide the following in direct reference to the outlined *Description of the Service* above:

- Ensure that the service will be provided with quality and
- Ensure that the service will be provided with the expected standards.

The submitted Contractor's Plan will form part of Annex D to C3 (Service Information) as the "*Contractor's Plan for Service*".

The *Contractor* shall ensure that he devise practical methods during all service activities, which will increase efficiencies and mitigate damage to property and people. Possible methods to be used is the introduction of a wheelie bin exchange program using pre-determined routes – where the contractor exchange a clean bin and return the dirty (full) bin to the waste sortation facility for processing.

Management meetings

Contract performance meetings (Risk Reduction Meetings) will be set up from time to time between the *Contractor* and the *Employer's Service Manager*. The scheduling of these meetings will be at the discretion of the George Airport.

The *Contractor* will be expected to attend these meetings relating to contract KPI's, maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings. The *Contractor* shall not submit claims for payment for staff attending any of these meetings.

The meetings will be conducted formally. The *Contractor* needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the *Contractor* electronically for record keeping and actioning of the agreed activities.

The meetings may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, + Risk register, Early Warning and compensation events	Monthly (day and time to be agreed)	Bram Fischer International Airport – ACSA Offices	<i>Employer and Contractor and others as and when required</i>

Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a risk register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Contractor's management, supervision and key people

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted *Contractor's* Organogram will be attached as Annex E of this document.

In addition, the *Contractor* shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted Contractor's Resource Proposal will be attached as Annex E to C3 (Service Information) of this document. This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the *Contractor* must inform the *Service Manager* prior to the replacement and also submit an amended Resource Proposal accordingly.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Whilst the contractor (all staff and sub-contractors) is active within the contract's physical boundaries and time-frames, all their representatives will adhere to the following:

1. Wear a clearly marked reflector jacket or vest with a company name and type of services indicated e.g. ME *Contractor*).
2. Comply with all ACSA safety and Environment procedures.
3. Comply with all ACSA AVSEC and ARFF procedures
4. Behave in a professional and lawful conduct
5. Be courteous to all ACSA customers and stakeholders

Personal Protective Clothing:

The *Contractor* will supply his employees with the necessary personal protective equipment (PPE) and a uniform, with the company logo, which is aesthetically pleasing and ensures all employees are easily identifiable. The *Contractor* will be required to submit relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the relevant ACSA personnel. The *Contractor* must also ensure that the specific applicable PPE and measures required for the COVID-19 pandemic – is provided, as listed (but not limited to) below:

- Nitrile gloves
- Masks (N95, FFP2)
- Screening of employees prior to entering the ACSA premises
- Etcetera.

Provision of bonds and guarantees

None

Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the *Contractor* must submit the original copies of the e-mailed documentation to the *Service Manager* at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's. The required documentation (administration measures & reports) are defined below:

Disposal Sites permits / licenses:

- Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations. A lack of permits/licenses will result in the proposal being disqualified.
- The successful bidder will be required to notify ACSA of all waste disposal sites to which the waste is being transported to and disposed of. The Contractor must notify ACSA in writing at least 30 days before any changes to these sites. ACSA must approve the sites before being transported and disposed of at the respective sites.
- Where the successful bidder intends to delist and dispose hazardous waste at a general waste or other site that accepts waste of lower hazard rating than the waste stream, that delisting is obtained and approval from DEA obtained.

Waste Reports:

Reports are submitted within on a weekly basis – with a monthly concluding report on the first seven days of the new month. The reports must include:

- Waste volumes (in kilograms) for both the total waste & recyclable waste,
- waste categories and classes,
- recyclable volumes (in kilograms),
- landfill site used and registers,
- Recycler(s) used,
- non- compliance issues
- Waste manifest documents
- Safe disposal Certificates,
- Weigh bills,

- Site Access Control,
- Daily waste analysis of FOD (Foreign Object Debris) generated on Airside. Daily report to include volume in weight (kg), and type of waste (class, type, including photographic evidence).
- Operational (spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents and audits, collection frequencies).

The report must be in a user friendly and compatible format (electronic and hardcopy) and the framework will be discussed in detail with the appointed service provider. Signed copies of Waste Manifest Documents (signed by generator, transporter and disposal site) must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with all legal requirements including but not limited to the National Environmental Management Waste Act, Act 59 of 2008. Safe disposal certificates to be attached to the report.

Weigh-bills:

Where waste receptacles are transported directly to the disposal site (i.e. where waste has not been combined with waste from other companies), weigh-bills shall be issued by the Waste Disposal site or treatment facility. These shall be submitted to ACSA with the corresponding Waste Manifest Document.

Invoicing and payment

The *Contractor* will submit financial statement on monthly basis.

After agreement by way of a payment certificate sign-off on the 5th day after the assessment date, the *Contractor* shall deliver original invoices to the ACSA in respect of the Services.

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

The *Contractor* shall address the tax invoice to Finance Department and include on each invoice the following information:

- Name and address of the Contractor and the Service Manager;
- The contract number, Blanket Purchase Order Number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4930138393;
- Description of service provided for each item invoiced based on the Price List;
- Total amount due invoiced excluding VAT, the VAT and the invoiced amount including VAT

All payments shall be made by electronic transfer into the *Contractor*'s bank account.

The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the

terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this

Agreement, then, at the *Employer* 's option, the Service Provider shall either issue a credit note for The net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer*.

Contract change management

N/A

Records of Defined Cost to be kept by the *Contractor*

The Contractor is required to keep all financial records issued.

Insurance provided by the *Employer*

N/A

Training workshops and technology transfer

The *Contractor* is expected to improve the airport's waste management landscape including the optimisation of the associating maintenance activities on a regular basis. The improvements will operate on the premise of Best Practices; Airport Operational Improvement and Quality appreciation of the customers and stakeholders. These will ultimately impose amendments to current ME procedures and drawings - even to the extent that new supplement procedures and drawings are developed.

With the above in mind, the *Contractor* shall as part of the service activities present such improvements and efficiencies in a manner which can be used as training workshops to the ACSA Maintenance Engineering team. The *Contractor* shall also provide upstream waste management awareness programmes and campaigns. The format of the presentations may be in the form of a SOP, Power Point Presentation, Movie Clip. It is expected that the *Contractor* host these training workshops and Awareness campaigns every 6 months and at the end of the service period. An attendance register must be submitted every 6 months.

Design and supply of Equipment

The *Service Manager* will from time to time inspect and audit all equipment used by the *Contractor* for execution of the scope of work. The *Service Manager* will thus be satisfying him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remain with the Contractor as equipment belongs to him/her.

Together with the submitted plan, the *Contractor* shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged in conjunction with the *Contractor's* Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work.

The following equipment will be provided by ACSA:

1. Domestic waste sortation area with demarcated storage
2. Restroom section as part of the sortation facility
3. Common use ablutions in the terminal building and at the maintenance buildings
4. Water – free for use due to operational needs (Metered to track consumption trends)
5. Electricity – free for use due to operational needs (Metered to track consumption trends)

The following equipment will be provided by the Service provider:

1. Sortation tables
2. Sortation racks
3. Skips
4. Containers for recyclables
5. High pressure cleaning equipment
6. Waste collection vehicles
7. Wheelie Bins
8. Hygiene
9. General Labour
10. Drivers
11. Shift Supervisor
12. Emergency Response Plan
13. Supply, install & maintain odour control ozone machines
14. Weigh Scale

The submitted Contractor's Schedule of equipment and tools will be attached as Annex F to C3 (Service Information).

The equipment must be kept clean and in good condition. A maintenance schedule must be submitted together with this proposal. In line with the Occupational Health and Safety Act and regulations, all plant, vehicles, equipment and machinery and tools shall be in good working order. These should be inspected at the appropriate frequency, as contemplated by the regulations. The *Contractor* shall

ensure all employees working with the plant/ vehicles/ equipment and machinery/ tools is trained and the competency certificate is filed in the Safety File, where applicable.

Things provided at the end of the *service period* for the *Employer's* use

Equipment

The *Contractor* shall hand-over back to the *Employer* all equipment which was initially issued by the *Employer*, including all the equipment and tools which was procured during the *Service Period* and claimed for to be paid by the *Employer*.

Information and other things

During the duration of the contract, the *Contractor* will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to the *Employer* at the end of the *Service Period*. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Data bases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

Management of work done by Task Order

All the service activities under this contract will be managed by way of *Task Orders* issued by the Service Manager with strict compliance to the Secondary Clause X19.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in section C1.3 under PART C1: AGREEMENT AND CONTRACT DATA

The *Contractor* shall be fully responsible for compliance to the Occupational Health and Safety Act for all its employees on site, equipment and installations relating to this contract. The *Contractor* is expected to sign the undertaking in this regard. The *Contractor* shall also be fully responsible for compliance to the Compensation of Occupation Injuries and Diseased Act.

It shall be the *Contractor's* responsibility to ensure that all relevant labour, safety legislation and applicable compliance are adhered to in this contract. Regulations as set out in the safety induction shall be obeyed at all times.

The *Contractor's* employees on site shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the *Service Manager*.

The *Contractor's* Workmen's Compensation fees must be up to date. A copy of the *Contractor's* WCA registration shall be produced before commencement of this contract.

The following areas in the company are declared as "HOT WORK PERMIT" areas:

- All airside areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The *Contractor*, at his/her own expense shall provide such equipment, for his/her employees. The *Contractor* shall apply the necessary discipline and control to ensure compliance by his workers.

All contractors must ensure that his/her employees are familiar with the existing emergency procedures, emergency assembly points and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The *Employer* reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The *Contractor* shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the *Contractor* interfere with, or put at risk, the functionality of any Sprinklers, fire prevention system, or any equipment provided for safety of people and equipment. Care must also be taken to prevent fire hazards.

The *Contractor* is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with *Contractor*'s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the *Contractor*'s account.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

Safety File Check List for Contractors – As Per ACSA Contractors OHS Act requirements

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE file
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE file
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		
11	Lifting Equipment Operator's Competency Certificates		

12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA
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ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

Environmental constraints and management

The *Contractor* is to ensure that they implement an Environmental Management System aligned with ISO14001:2015.

The *Contractor* will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public, equipment, aircrafts or any other person working at the Airport.

At no time shall the *Contractor*:

1. allow any pollutive or toxic substance to be released into the air or storm water systems
2. interfere with, or put at risk, the functionality of any system or service
3. cause a fire or safety hazard

Bram Fischer International Airport has an ISO 14000 accreditation. This will need to be maintained at all times by ensuring that Environmental legislation are followed and adhered to.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annex B to C3 (Service Information)

Quality assurance requirements

The *Contractor* shall ensure that works are carried out as per industry norms and the Airport Company South Africa procedures, OHS Act, and applicable standards. In this regard the *Contractor* will be expected to draft quality plans for the *Service Manager* from time to time. Emphasis must be on improving the waste management landscape, reliability and efficiencies. Inspections prior and post work are to be carried out to ensure quality of work, site cleanliness and equipment serviceability. Adherence to safety and good housekeeping must be maintained at all times. The facility handover process will be carried regularly.

Apart from the compliance to the defined ACSA ME procedures, a measure of ensuring quality of work will be adherence to the following *inter alia* (where applicable):

1. The Occupational Health and Safety (Act 85 of 1993)
2. Civil Aviation Act (Act 13 of 2009)
3. [International Civil Aviation Organization \(ICAO\)](#)

4. Municipal bylaws and regulations
5. Standards and specification of ACSA
6. Standards and specifications of the supply authority
7. Constitution (Section 24)
8. National Environmental Management Act 107 of 1998 (Section 2, 28) and Regulations
9. National Environmental Management: Waste Act 59 of 2008 (Section 16,20,21,26) and Regulations
10. National Environmental Management: Waste Act: List of Waste Management Activities that have, or are likely to have a Detrimental Effect on the Environment (GN 921 of 2013)
11. Waste Classification and Management Regulations, GN R 634 of 23 August 2013
12. Environment Conservation Act 73 of 1989 and Regulations
13. National Norms and Standards for the Assessment of Waste for Landfill Disposal, GN R 635 of 23 August 2013
14. National Norms and Standards for Disposal of Waste to Landfill, GN R 636 of 23 August 2013
15. Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste (DWAF, 1998)
16. Hazardous Substances Act, 1973
17. George & Eden district Municipality: Solid Waste By-Laws
18. Western Cape Health Care Waste Management Act,
19. International Health Regulations
20. National Environmental Management: Air Quality Act, 39 of 2004 (Section 9)
21. Regulations regarding the Phasing-out and Management of Ozone Depleting Substances (GN 351 of 2014)
22. Applicable standards and codes of practices,

Continuous Improvement Plan:

The *Contractor* must submit a continuous improvement plan to support ACSA BFN strategic objective towards limiting waste to landfill. This plan must comprise the following elements:

- Proposals for minimising waste upstream via the bidder's own awareness programmes, training, education, technology and "sortation at source" methodologies.
- Strategy for continuous improved performance towards zero waste to landfill (% diverted from landfill), showing improvements each year of operations.

Procurement

No work should be executed without a Purchase Order.

People

Minimum requirements of people employed

The *Contractor* is to provide the service with their own staff or by qualified subcontractors when agreed to by the *Service Manager*.

It is noted that the *Employer* do not list the formal qualifications and experience required under this contract. It will always remain the *Contractor's* responsibility to ensure that staff are suitably qualified and experienced for duties expected of them.

The *Employer* reserves the right to verify all qualifications and experience of personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified, experienced or suited for this contract are removed from the site

The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

The *Contractor* shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the *Service Manager* from time to time. Current airport requirements are: safety shoes and a uniquely numbered reflective jacket (for easy identification).

All individuals that will be required to have access onto the airport's airside need to undergo the following training (as applicable):

1. Airside Induction Training (AIT)
2. Airside Vehicle Operator Procedures (AVOP) (Category 2) – where applicable
3. Airport SMS Induction (briefing)

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Comprehensive CV's / Resume's
- Full Names of staff to be involved with this contract.
- Proof of qualifications and work experience where applicable
- Staff must be in permanent employ of the company.
- Competent in category of work that he or she is required to perform

Subcontracting

Preferred subcontractors

No part of this Contract may be subcontracted unless with written approval from the *Service Manager*. The *Service Manager* shall be under no obligation to grant such approval. Should any part of this contract be subcontracted the *Contractor* will be responsible for all Works (or failure to affect the Works) as if it was done so by the *Contractor*. Considerations for subcontracting will be entertained when specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards

Please be specific of the following when subcontracting is approved:

- The name of the contractor
- What tasks are they subcontracted for?
- Please also attach the CV's of the personnel of the subcontractor to perform tasks under this contract.

Subcontract documentation, and assessment of subcontract tenders

Subcontractors are entirely the Main contractor's responsibility

Limitations on subcontracting

N/A

Attendance on subcontractors

N/A

Plant and Materials

Specifications

The *Contractor* shall use only tools and test equipment relevant to the operation, repair and maintenance of the contracted equipment. All test / measurement equipment used shall be calibrated against relevant standards to ensure accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by the *Service Manager*. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

All new material should be replaced with original OEM prescribed parts and the quality should be in accordance to applicable standards. Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, SANS, ANSI standards, expiry date, etc.) cannot be determined, then the *Service Manager* must be afforded the opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises

Correction of defects

It is the *Contractor's* responsibility to make sure that all repaired materials or parts returns to its original appearance after being repaired and conforms with OHSA.

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs

Contractor's procurement of Plant and Materials

All applicable warranties from suppliers (when procuring spares or 3rd party services) to be made out in favour of the *Employer*, not to the *Contractor*. It is the *Contractor's* sole responsibility to ensure that these warranty requirements are adhered to at all times during the *Service Period*. The *Contractor* will provide (and regularly update) a schedule of the *Contractor's* vendor data to the *Employer* for use outside of this contractual agreement.

The *Contractor* must provide original quotations (from the third-party service providers / suppliers) for formal approval by the *Service Manager* prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope document to the ACSA's maintenance team - in order for it to be procured by way of the ACSA internal procurement policies and procedures.

Tests and inspections before delivery

The *Contractor* is to provide proof of manufacturer certificate for spares procured during this contract. The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.

Plant & Materials provided “free issue” by the *Employer*

Refer to the section above: Design and Supply of Equipment

Working on the Affected Property

Whilst working on the *Affected Property*, the contractor must perform the services in a safe manner always. Staff must be suitably qualified and experienced for the duties expected of them. Additionally, the Contractor must present themselves in a professional manner as they are representing the employer whilst performing services on the affected property.

Employer's site entry and security control, permits, and site regulations

The *Contractor* shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The *Contractor* must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the *Contractor* will have no claim against ACSA in the event that a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course.

Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable

People restrictions, hours of work, conduct and records

Only people with valid Bram Fischer International Airport permits are allowed to be performing duties on the *Employer's* premises under the mandate of this contract.

Airport operating hours are:

- Mon to Fri 06h30 – 20h30
- Sat 08H00 – 17H00
- Sun 07H00 – 20H30.

Staffing must be provided during core hours (08h00 – 17h00) during the week (including public holidays which falls within the week). On Saturday's & Sunday's 3 hours (per day) of staffing presence is required.

The *Contractor* will be required to complete a register for all the duties performed on the Airport. The *Contractor* shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The *Contractor* will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department

The *Contractor* must keep detailed records of all people (including subcontractors) working on the affected property.

Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in Section C1.5 under PART C1: AGREEMENT AND CONTRACT DATA. Annex B of C3

Cooperating with and obtaining acceptance of Others

The *Contractor* will generally work in close relation to the ACSA maintenance team. However, cognisance should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC, Operations) on the airport.

The *Contractor* will liaise and accept notified (and Adhoc) engagements with statutory authorities and inspection / audit teams (agencies).

The *Contractor* need to understand that the Airport may have more than one activities happening at the Airport and therefore shall be required to share the areas where they will be performing a service.

The *Service Manager* may instruct operational and works procedures to the *Contractor* as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Records of *Contractor's* Equipment

The Contractor shall have all tools and special Equipment, necessary for the execution of the works, either on site or readily available at his / her premises. The principle that applies to tools and special equipment is that downtime must be kept to an absolute minimum. Any exclusions to the above should be listed with the lead-time required to deliver same to site.

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information. The record will be checked by Aviation Security during both entry and exit to the Airside.

At the start of the contract period, the contractor will submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the *Service Manager*. This list must be approved regularly as and when amendments to it occur.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. A special permission will be required for this to be acknowledged by the *Service Manager*.

The special permission lists must at all times be made available to the AVSEC department (including their contracted service provider) on request

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

The *Employer* will provide the contractor with access to the maintenance complex as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The *Employer* may provide space for the *Contractor* to erect a site office and/or yard in the maintenance complex, should they wish to do so.

Provided by the *Contractor*

The *Employer* will provide the contractor with access to the *Affected Property* areas as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The *Employer* may provide space for the *Contractor* to erect a site office and/or yard in the maintenance complex (or elsewhere specified), should they wish to do so.

The Contractor should provide their own transport to and from the airport and is also responsible for the cost of their parking for the servicing duration at the airport. These equipment and vehicles remains the property of the Contractor.

The Contractor to store cleaning materials and equipment neatly and keep storage in a good and acceptable condition.

Control of noise, dust, water and waste

The *Contractor* shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

Additionally, at no time shall the Contractor:

- allow any palliative or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service, cause a fire or safety hazard.
- cause a fire or safety hazard.

Hook ups to existing works

In the event that the *Contractor* wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis. Prior permission to be obtained from the relevant ACSA Maintenance Department prior to the installation of any equipment to locate and protect existing services.

Tests and inspections

Description of tests and inspections

The Contractor will complete regular inspections which will monitor the actual conditions of the *Affected Property.*, based on the relevant design.

All the additional inspections will be developed by the *Contractor* and Approved by the *Service Manager*.

Materials facilities and samples for tests and inspections

Contractor to conduct regular site inspection relating to their scope of work and provide a monthly report.

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Not Applicable

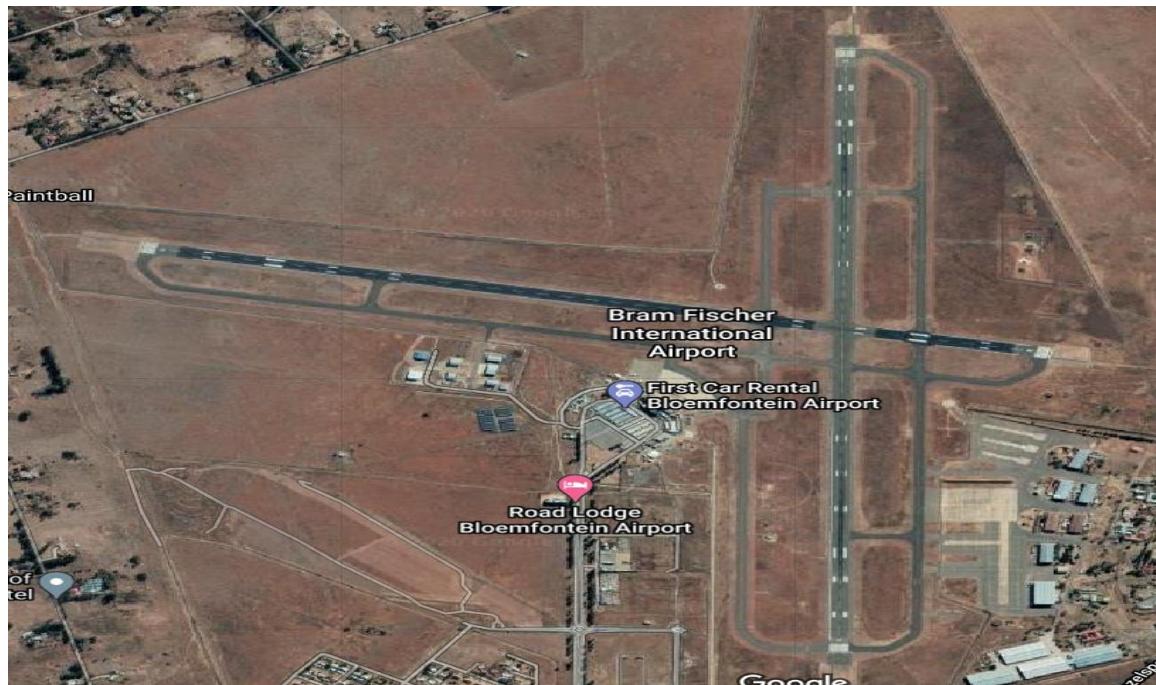
Annexures to C3:

- Annex A **Footprint of the *Affected Property***
- Annex B **Environmental Policy, Environmental Management System & EMS 048**
- Annex C **Low Service Damages: Low Service Table**
- Annex D ***Contract's Plan for the Service***
- Annex E ***Contractor's Organogram & Resource Proposal***
- Annex F ***Contractor's Schedule of Equipment and Tools***
- Annex G **Baseline HIRA**

Annex A: Footprint of the *Affected Property*

1 Description of the Site and its surroundings

1.1 General description



Locality map of the Bram Fischer International Airport precinct

1.2 Waste is generated in the following areas, where services will be required:

- Terminal Building (entire footprint) (Airport operations, Retail, Commercial, Food, Back-off-house, etcetera)
- Fire Station building
- Electrical Complex
- Maintenance Complex
- Pump House
- Car Rental Building (including parking area)
- General Aviation Gate Guard House
- Main Gate
- South African Weather Services Premises
- Car Rental Depots
- General Aviation Premises
- Airside Apron
- Ground Handler Premises
- Landside Parking areas
- Cargo Buildings
- Waste Sortation Facility

The areas above have existing bins. Where no bins are located the contractor must provide suitable bins to maintain the cleanliness of the area.

Annex B: ACSA ENVIRONMENTAL POLICY



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT SYSTEM POLICY

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management every three (3) years and made available to any interested parties on request.

Signed:

A handwritten signature in black ink, appearing to read "B. A. Maseko".

B. A. Maseko

Chief Executive Officer: Airports Company South Africa SOC Limited

Date: 04th May 2015
Issue No: 8

ENVIRONMENTAL MANAGEMENT SYSTEM

1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products, and services with the EMS and ACSA's Environmental Policy.

3. Definitions and Abbreviations

ACSA

Airports Company South Africa SOC Ltd

ACSA AEMR

ACSA Airport Environmental Management Representative

ARFFS

Aerodrome Rescue and Fire Fighting Services

HCS

Handling & Storage of Hazardous Chemical Substances

SHE

Safety, Health and Environment

Service & Maintenance Contractor

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M](#). Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction

training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

4.4 The contractor's representative shall ensure the conditions set out in the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#), along with [ACSA's Environmental Management System Policy](#) are communicated to, comprehended and implemented by all contractor staff.

4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

5. Roles and Responsibilities

Issues	Responsible Person	Alternate
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airport Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD:SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

6. Verification

This procedure shall be verified in accordance with [ACSA Verification Policy, Procedure and Working Instruction - Z001 002M.](#)

7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the [ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M](#).

8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M

ACSA Verification Policy, Procedure and Working Instruction - Z001 002M

ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M

ACSA Document Control Procedure - Z001 006M

ACSA Record Keeping Requirements Procedure - Z001 008M

ACSA Airfield Standard Operating Procedure Manual

9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with [ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M](#).

10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

11. Endorsement (See ACSA Master File in Document Control Office, Corporate)

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation Compliance and Policy Kenton Sim		28/03/2013
Authorisation	ACSA Group Executive: Aviation Services John Neville		28/03/2013
Quality Assurance: Policy and Procedure	ACSA Corporate Specialist: Aviation Services and Technical Policy Michelle Erasmus		03/04/2013

EMS 048 - ACSA SERVICE & MAINTENANCE CONTRACTORS ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment at all times in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).

	<ul style="list-style-type: none"> • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damage (Penalties)

Low Service Damage (Penalties) shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, _____ (name & surname) of _____
(company)

agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

ANNEX C: LOW SERVICE DAMAGES: LOW SERVICE DAMAGES TABLE

Low Service Damages Table:

The following Low service damages will apply as part of this contract and will be administered in strict compliance to clause X17 of the secondary clauses.

SERVICE CATEGORY	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	TARGET	PENALTIES
Recycling Performance	The contractor will equal and better recycling performance (off % diverted from landfill)	Off the previous 12 months within 3 months of operations, maintain this performance, and achieve 10% improvements on recycling performance each successive 12 months	within the range 5-10%	.5% of the fixed costs per month will be deducted per rolling month of not achieving improved recycling performance after 3 months of operations & where the performance is not maintained. (Due to the 8 months validity of this PO, the 12-month improvement measure is not applicable)
Recycling Performance	Performance is less than the previous 12 months	For 6 consecutive months		Procedures will be initiated towards termination of the contract
Reporting	Daily Reporting must be issued timeously with the contents of a certain quality.	The daily report contents will be evaluated against the specified report quality parameters. Additionally, the daily reports must be submitted by 12H00 on the following day.	Quality parameters as per specification in scope. Frequency of submission = daily, by 12H00 on the following day.	R500.00 (five hundred rand) per occurrence
Reporting	Monthly Reporting must be issued timeously with the contents of a certain quality.	The monthly report contents will be evaluated against the specified report quality parameters. Additionally, the monthly reports must be submitted by 12H00 on the 3 rd day after	Quality parameters as per specification in scope + request of Service Manager. Frequency of submission = monthly, by 12H00 on the 3 rd day after	R1 500.00 (One thousand-five hundred rand) per occurrence

		the 3 rd day after the assessment period.	the assessment period.	
Corrective action – lack of service	Lack of service non-compliance not rectified within 3 hours of notification	Continuous audits by the operations and maintenance departments against the confirmation of services being rendered. When non-compliances are observed the contractor will be notified to correct reactively.	All required services to be rendered 100% to enable zero non-compliances. Non-compliances must be rectified within 3 hours of notification.	0.5% of the fixed costs per month will be deducted – per notification
Corrective action - cleanliness	Non-compliance of Cleanliness & those not rectified within 3 hours of notification.	Continuous audits by the operations and maintenance departments against the confirmation of cleanliness of the contractual footprint. When non-compliances are observed the contractor will be notified to correct reactively.	All required areas to be in a clean status 100% of the time to enable zero non-compliances. Non-compliances must be rectified within 3 hours of notification.	0.5% of the fixed costs per month will be deducted – per notification
Response Time	Consistent of non-compliance	Contracted response times on more than three occasions within a 30-day period will result in a penalty	100% for all call-outs shall be responded to within 15 minutes during on-site presence. For afterhours / off-site times, be responded to within 60 minutes.	R1000.00 (one thousand rand) per occurrence.
Qualification & Experience	Failure to comply when qualification and experience inspections are performed	Initially CV's of all resources on the contract to be evaluated and approved by ACSA. Additionally, by way of qualification and experience inspections and audits during the contract period.	All staff must be qualified and experienced for the duties performed.	R500.00 (five hundred rand) per occurrence.
Defects	Where a call-out cannot be completed within	50% (unless a special arrangement is made	50%	R1000.00 (one thousand rand) per occurrence.

	24 hours for a particular reason or leaving the call incomplete for another day or shift.	with the service manager in writing)		
Safety / Environmental infringement	An infringement which impacts health, safety and the environment.	An infringement which impacts health, safety or the environment will result in a penalty against the service provider. Penalties will be raised per incident.		R2 000.00 (two thousand rand) per incident
Housekeeping infringement	An infringement which impacts ACSA property.	For each incident or infringement, a penalty will be raised.		R500.00 (five hundred rand) per infringement.
Uniforms and staff personal protective equipment	Use of correct Personal Protective Equipment	No incidents related to non-use of PPE	100% compliance	Contractor pays R500 per staff member if staff members found non-compliant
<p>The contractor will equal and better recycling performance (% diverted from landfill) of the previous 12 months within 3 months of operations, maintain this performance, and achieve 10% improvements on recycling performance each successive 12 months.</p> <p>>5 – <7% >7 – <8% >8 – 10%</p>		3 months 12 Months	10%	R R R
Recycling performance = less than previous 12 months for 6 consecutive months.				Termination (Refer to Termination Clause NEC C1.3)
The contractor will comply with OHS&E audits that are performed periodically and rectify/attend to any findings within the stipulated timeframe.		All times	100% must be achieved	R 5000
FOD Reports (with analysis of waste and photographic evidence) submitted timeously at specified quality.		Daily	100% must be achieved	R500 per deviation
Landside Report submitted timeously at specified quality.		Daily	100% must be achieved	R500 per deviation

Deep cleaning of waste facility	Weekly	100% must be achieved	R1000 per deviation
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Parties agree to the above low service damages table. The low service damages do not influence the calculation of the contract sum/value.

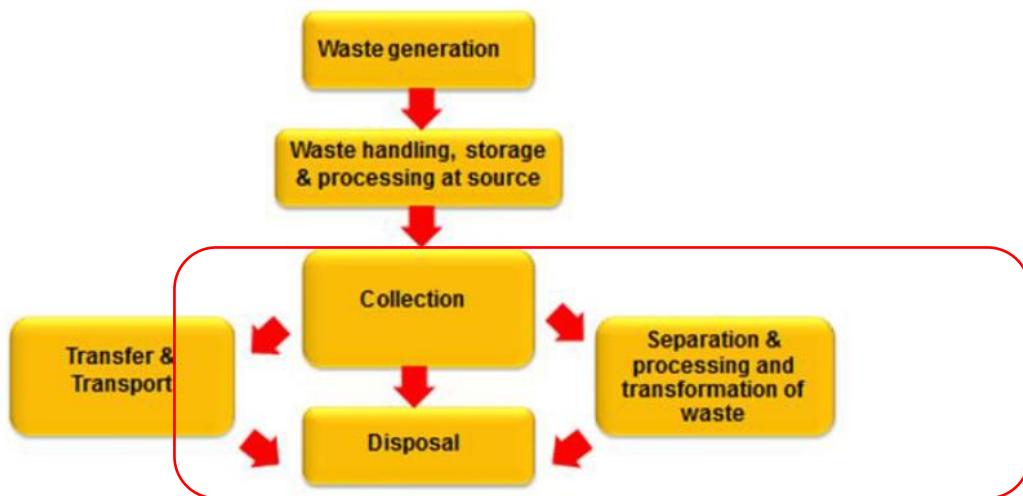
I, _____ (name & surname) of _____
_____ (company) agree to the above conditions and acknowledge
ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with
these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

ENVIRONMENTAL REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR THE WASTE MANAGEMENT CONTRACTOR

In 2013, ACSA identified and assessed various alternative management options for each of the identified priority waste types and issues which originate from different processes and functions at ACSA Airports. The aim was to seek options that are aligned with the waste hierarchy, namely, waste minimization, re-use, recycling and energy recovery before the disposal option is considered. The following diagram presents the waste management system for ACSA and shall be core to the functions of the waste contractor:



In line with waste legislation and waste management principles and standards, it is expected of the successful bidder to develop and present to ACSA, a Waste Management Plan or Programme to cater for Collection, Separation & Processing and Transformation of waste, Transfer and Transport and Disposal services required at the airport.

Waste Recycling Strategy (WRS)

The primary goal for managing recyclable waste, in particular the 5 priority wastes for recycling (paper, cardboard, plastic, tin and glass) is to recycle it with the highest possible efficiency. Since this is not a matter of finding a management solution alternative to recycling, but achieving the most effective and efficient level of recycling. There are currently a large number of source separation bins positioned throughout the terminal buildings for the collection of the big five recyclable materials. A procedure will be developed for the cleaning staff that empties the bins to ensure that they empty each bin type into a different bag.

Organic Waste

The bulk of food waste is produced by restaurants. While it may not be possible to separate all organic waste, the notion of source separation for food scraps at the restaurants should be encouraged. The most favored option is the composting of organic food waste material. There are a number of options in the industry to achieve this outcome, which would make the logistics of sending the material to the composters more practicable than landfilling. Although some sorting of food waste will be required at source, this will not be a highly complex sorting system and the practice of composting food waste is well developed.

Wood Pallets

Wood pallets are stored in a skip at designated points. They are currently being taken off-site by the waste removal contractor for re-use/recycling in other applications. The most favorable option is the continuation of the recycling of wood pallets off-site. Ensure that the wood which is supposedly being used for community projects does not get used for dangerous activities,

such as fuel wood in informal housing. This poses a health risk for people exposed to smoke from the burning of treated wood.

Restaurant Food Waste

Food waste from the terminal restaurants is currently mixed with other waste, taken to the sorting station in the basements where recyclables are removed and then being disposed to landfill.

Waste Management Procedures

It is the responsibility of ACSA to provide waste storage facilities with adequate space for all waste types generated at each of the airport areas. From there the waste removal contractor will take responsibility for the waste. It is important that the contractor provides ACSA with all the information necessary for ACSA to fulfill its obligation for waste management. In this way ACSA can be assured that all waste being generated at ACSA Airports is being safely managed, i.e. from cradle to grave. ACSA will carry out audits to identify areas of poor performance and potential improvement within the waste cradle to grave progression. The objective of the audit is for ACSA to streamline the waste management process. As a minimum requirement, the contractor shall develop a procedure for the operation which will include but limited to aspects such as the following:

- The contractor shall collect all waste of certain classes from the Airport in the specified manner as per the contract agreement.
- The contractor shall collect waste from the Airport in separate vehicle units according to waste types or using vehicles that make provision for the collection of waste in separate compartments thus avoiding the mixing of waste types which have been specifically separated at source;
- The contractor shall weigh or measure the volume of waste being collected from the Airport and issue ACSA with a weigh bill or waste manifest document for the full quantity of waste before taking the waste off-site;
- The contractor shall ensure that ACSA receives waste manifest document for waste removed and safe disposal certificates for all waste disposed of;
- The contractor shall comply with all environmental legislation such as the National Environmental Management Act 107 of 1998 (NEMA), the National Environmental Management: Waste Act N.58 of 2009 (NEMWA), particularly Sections 23, 24 & 25 of the Act, Provincial legislation and local by-laws where applicable;
- Provide staff with training on the sorting and separate transport of recyclable material and mixed waste to the sorting station in the terminal basement.
- Take control of and record all waste received and accepted at the waste transfer facilities;
- The contractor shall take control of access into the waste transfer facilities.
- The contractor will comply with South African occupational health and safety regulation;
- Provide other waste minimization, recycling and disposal information for ACSA's consideration.

ANNEX D: CONTRACTOR'S PLAN FOR THE SERVICE

ANNEX E: CONTRACTOR'S ORGANOGRAM & RESOURCE PROPOSAL

The *Contractor* shall include a Company Organogram and a detailed resource proposal for on-site personnel at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

ANNEX F: CONTRACTOR'S SCHEDULE OF EQUIPMENT AND TOOLS

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to this list should be listed with the lead-time required to deliver same to site.

Number	Item description	Quantity	Serial Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

ANNEX G: BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	Integrated waste management services for a period of 36 months.
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for...
Category 1	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
Category 2	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
Category 3	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
Category 4	Occasional	Likely to occur sometimes. Has occurred infrequently.
Category 5	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

Driving on airside	Incidents	Damage to aircraft/ vehicles/property/ persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/ persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A

Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A

Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D

Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders /ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade	4C